



PHILIP L. BROWNING
Director

County of Los Angeles
DEPARTMENT OF CHILDREN AND FAMILY SERVICES
425 Shatto Place, Los Angeles, California 90020
(213) 351-5602

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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

June 09, 2015

22 OF JUNE 9, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO APPROVE AMENDMENT NUMBER NINE TO URINE SAMPLE
COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 76862 WITH PACIFIC TOXICOLOGY LABORATORIES
(ALL SUPERVISORAL DISTRICTS) (3 VOTES)**

SUBJECT

The Department of Children and Family Services (DCFS) seeks to amend Contract Number 76862 for Urine Sample Collection for Drug and Alcohol Testing Services, with Pacific Toxicology Laboratories (PTL) to extend the term of the contract on a month-to-month basis as needed for up to six months effective July 1, 2015, through December 31, 2015. The cost of the amendment to extend this contract for six months is \$900,000.00. The Department also requests delegated authority to execute amendments in ten percent (10%) increments of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and delegate authority to the Director of DCFS, or his designee, to execute the attached Amendment Number Nine (Attachment A) to the Urine Sample Collection for Drug and Alcohol Testing Services, Contract Number 76862, to extend the term of the contract on a month-to-month basis as needed for up to six months effective upon approval by the Board, no later than July 1, 2015, through December 31, 2015. The cost of the six-month extension is \$900,000.00, financed using 36 percent, Federal Title IV-E funds, 33 percent State, and 31 percent net County cost (NCC). Funding is included in the Department's Fiscal Year (FY) 2015-16 Recommended Budget.

2. Delegate authority to the Director of DCFS, or his designee, to execute amendments to change contract terms and conditions, if necessary, to accommodate unanticipated changes in service and

increase or decrease the maximum annual contract sum in ten percent (10%) increments of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service provided that: (a) sufficient funding is available; (b) prior County approval is obtained; and (c) the Director of DCFS notifies your Board and the CEO in writing, within 10 working days of execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The current contract with PTL will expire on June 30, 2015.

In 2014, DCFS conducted an Invitation for Bids (IFB) for urine sample collection for drug and alcohol testing services. As the result of a protest to the IFB process, DCFS found it necessary to cancel the IFB and asked the California Department of Social Services (CDSS) to approve an extension of DCFS' existing contract for these services. On September 15, 2014, CDSS granted a month-to-month extension (Attachment B) for up to nine months effective October 1, 2014, through June 30, 2015, to complete a new IFB. DCFS released a new IFB on December 15, 2014. Five prospective bidders submitted their bids and a public opening was held on March 12, 2015. DCFS evaluated the bids and tentative selection and non-selection letters were sent out in May 2015.

The County recognizes that the ongoing process to secure a new contract may go beyond the June 30, 2015, expiration date of the current contract due to the following reasons:

- If the non-winning bidders exhaust all of the County's IFB protest process, DCFS anticipates that this protest process will be completed by August 2015.
- The County's internal process for submitting a contract for approval by the Board of Supervisors at a public meeting typically takes a minimum of 60 days.

It is anticipated that an extension of the current contract on a month-to-month basis for up to six months effective July 1, 2015, through December 31, 2015, if necessary, will provide sufficient time to have a new contract in place and avoid a lapse in these necessary services.

Implementation of Strategic Plan Goals

This amendment is consistent with the principles of the Countywide Strategic Plan Goal No. 3, Integrated Services Delivery: Recommendations that support the protection of youth within County systems.

FISCAL IMPACT/FINANCING

The Maximum Contract Sum for the six-month extension is \$900,000.00. The contract costs will be funded using 36 percent (\$324,000) Federal funds, 33 percent (\$297,000) State funds, and 31 percent (\$279,000) NCC. Funding is included in the Department's FY 2015-16 Recommended Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DCFS evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does

apply. These services cannot be effectively performed by County employees.

This amendment complies with applicable CDSS Contracting Policy regulations. PTL complies with all Federal, State, County, and Board requirements, and no provision for automatic cost of living increases is included in this amendment. The contract includes language stipulating the County has no obligation to pay for expenditures beyond the contract amount. Further, PTL will not be asked to perform services that exceed the contract amount, scope of work, or that extend beyond the contract effective dates.

The Chief Executive Office and County Counsel have reviewed the Board letter and the attached amendment. The amendment has been approved as to form by County Counsel.

CONTRACTING PROCESS

The current contract was procured by IFB with prior approval from CDSS. DCFS requested approval from CDSS to extend the urine sample collection for drug and alcohol testing services contract for six months from July 1, 2015, through December 31, 2015. The extension amendment will only be executed if we obtain CDSS' approval.

CONTRACTOR PERFORMANCE

The contractor has continually met all performance standards as outlined in the current contract and has been determined to be a responsive and responsible contractor by the County's Program Manager. No money is owed to the County by the contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without the approval of the recommended actions, DCFS will not be able to provide all the required urine sample collection for drug and alcohol tests requested.

CONCLUSION

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and Amendment to DCFS and send one copy to the contractor, as follows:

1. Department of Children and Family Services
Attention: Leticia Torres-Ibarra, Contracts Manager
425 Shatto Place, Room 400
Los Angeles, CA 90020

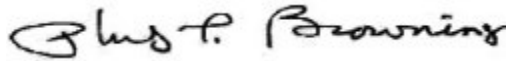
2. Pacific Toxicology Laboratories
Attention: Rocco Jeff Lanzolatta, Chief Executive Officer
9348 De Soto Avenue
Chatsworth, CA 91311

The Honorable Board of Supervisors

6/9/2015

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:EMLTI:EO

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors



**AMENDMENT NUMBER NINE TO
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL
TESTING SERVICES**

CONTRACT NUMBER 76862

WITH

PACIFIC TOXICOLOGY LABORATORIES

JULY 1, 2015

**AMENDMENT NUMBER NINE
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 76862 WITH
Pacific Toxicology Laboratories**

This Amendment Number Nine to the Urine Sample Collection for Drug and Alcohol Testing Services Contract Number 76862, (hereinafter referred to as "Contract") adopted by the Board of Supervisors on December 9, 2008, is made and entered into by and between County of Los Angeles (hereinafter referred to as "COUNTY") and Pacific Toxicology Laboratories (hereinafter referred to as "CONTRACTOR") effective July 1, 2015.

WHEREAS, COUNTY and CONTRACTOR are parties to the Contract Number 76862, adopted by the Board on December 9, 2008, effective January 1, 2009 and CONTRACTOR has been providing Urine Sample Collection for Drug and Alcohol Testing Services to the COUNTY;

WHEREAS, Amendment Number One added the defaulted property tax reduction program and renewed the term of the contract for another year from January 1, 2010 through December 31, 2010,

WHEREAS, Amendment Number Two extended the contract from January 1, 2011 through December 31, 2011,

WHEREAS, Amendment Number Three increased the Maximum Contract Sum by Forty Thousand Dollars (\$40,000) from Four Million Two-Hundred Thousand (\$4,200,000) to Four Million Two Hundred Forty Thousand Dollars (\$4,240,000),

WHEREAS, Amendment Number Four extended the contract from January 1, 2012 through December 31, 2012,

WHEREAS, Amendment Number Five increased the Maximum Contract Sum by \$100,000 from Five Million Six Hundred Eighty Thousand Dollars (\$5,680,000) to Seven Million Three Hundred Twenty Thousand Dollars (\$7,320,000) and extended the term of the contract for six months,

WHEREAS, Amendment Number Six extend the term of this Contract beginning July 1, 2013 through June 30, 2014,

WHEREAS, Amendment Number Seven increased the maximum annual contract sum by \$100,000, from One Million Five Hundred Forty Thousand Dollars (\$1,540,000) to One Million Six Hundred Forty Thousand Dollars (\$1,640,000),

WHEREAS, Amendment Number Eight extended the term of the Contract on a month-to-month basis for 3 months beginning July 1, 2014, through September 30, 2014, with the sole option of the County to further extend the term of this contract on a month-to-

month basis, not to exceed 9 months effective October 1, 2014 through June 30, 2015; and also increased the maximum annual contract sum by \$160,000, from One Million Six Hundred Forty Thousand Dollars (\$1,640,000) to One Million Eight Hundred Thousand Dollars (\$1,800,000),

WHEREAS, the purpose of this Amendment Number Nine is to extend the term of the Contract on a month-to-month basis as needed for up to six months effective upon approval by the Board, no later than July 1, 2015 through December 31, 2015; and to execute amendments to change contract terms and conditions, if necessary, to accommodate unanticipated changes in service and increase or decrease the maximum contract sum in ten percent (10%) increments of the maximum contract sum, if necessary, to accommodate any unanticipated increase or decrease in units of service; and

WHEREAS, this Amendment is prepared pursuant to the provisions set forth in Part II, Standard Terms and Conditions, Section 7.0 Changes and Amendments:

NOW THEREFORE, in consideration of the foregoing and mutual consent herein contained, COUNTY and CONTRACTOR agree to amend the Urine Sample Collection for Drug and Alcohol Services Contract as follows:

1. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 3.0 CONTRACT SUM is amended to add subparagraph 3.1.1.6 to read as follows:

3.1.1.6 The maximum contract sum for this contract is \$10,890,000

3.1.1.6.1 The six-month maximum contract sum for this Contract from July 1, 2015 through December 31, 2015 is \$900,000.

2. Part I, UNIQUE TERMS AND CONDITIONS, SECTION 2.0, TERM is amended to add subparagraph 2.1.8 to read as follows:

2.1.8 The term of this Contract is extended month to month at the option of the COUNTY for up to six months for the period July 1, 2015 through December 31, 2015.

3. Exhibit A6-I Budget for the period of July 1, 2015 through December 31, 2015 is attached to this amendment and incorporated by reference as a part of Exhibit A-6.

ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT REMAIN IN FULL FORCE AND EFFECT.

**AMENDMENT NUMBER NINE TO
URINE SAMPLE COLLECTION FOR DRUG AND ALCOHOL TESTING SERVICES
CONTRACT NUMBER 76862**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Nine to be subscribed on its behalf by the Director of the Department of Children and Family Services and the CONTRACTOR has subscribed the same through its authorized officer, as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

CONTRACTOR

By _____
Philip L. Browning, Director
Department of Children and
Family Services

Pacific Toxicology Laboratories

By _____

Name _____

Title _____

By _____

Name _____

Title _____

APPROVED AS TO FORM:
BY THE OFFICE OF COUNTY COUNSEL
MARK J. SALADINO, County Counsel

95-3926170
Tax Identification Number

By _____
David Beaudet,
Senior Deputy County Counsel



CDSS

WILL LIGHTBOURNE
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



EDMUND G. BROWN JR.
GOVERNOR

September 15, 2014

Leticia Torres-Ibarra
Contracts Division Manager
County of Los Angeles
Department of Children and Family Services
425 Shatto Place
Los Angeles, CA 90020

Dear Ms. Torres-Ibarra:

**RE: APPROVAL TO EXTEND URINE SAMPLE COLLECTION FOR DRUG
AND ALCOHOL TESTING SERVICES CONTRACT NUMBER 76268**

This letter is in response to your letter dated July 10, 2014 requesting approval to extend your current contract number 76268 for nine additional months, effective October 1, 2014, through June 30, 2015, to complete a new solicitation for these services.

The California Department of Social Services (CDSS) granted the County of Los Angeles Department of Children and Family Services (DCFS) a three month extension to this agreement in May 2014.

The CDSS agrees to grant DCFS another month-to-month extension to continue these critical services for an additional nine months. This will allow DCFS time to complete the competitive solicitation process and put a new contract in place for these services.

For questions or comments regarding this matter I may be contacted directly at (916) 654-1871.

Sincerely,

DEBORAH PEARCE, Chief
Contracts and Purchasing Bureau